

Exhibit 1

This is not a loan.

This is a purchase and sale of property rights.

Disclosure Statement - Dated: September 22, 2014

Matter Name: **Andrew Stewart v. NFL**

Amount of the Advance: One Hundred Eight Thousand Dollars (\$108,000.00)

Costs of this Advance: 15.9% for every six months, or portion of six months, from the date of the Agreement until the date the Property is delivered to the Purchaser plus a one-time document preparation and processing fee in the amount of Three Thousand Dollars (\$3,000.00) which will be deducted from the amount of the Purchase Price; provided, however, that should the Proceeds be returned within the first six month period (or portion thereof), the rate for said initial period shall be 20%.

Compounding Period: None.

Annualized Rate: 31.8%¹

Illustrative Payment Schedule:


Proceeds received after:	September 22, 2014	But on or before:	March 22, 2015	Amount due is:	\$129,600.00
Proceeds received after:	March 22, 2015	But on or before:	September 22, 2015	Amount due is:	\$142,344.00
Proceeds received after:	September 22, 2015	But on or before:	March 22, 2016	Amount due is:	\$159,516.00
Proceeds received after:	March 22, 2016	But on or before:	September 22, 2016	Amount due is:	\$176,688.00
Proceeds received after:	September 22, 2016	But on or before:	March 22, 2017	Amount due is:	\$193,860.00
Proceeds received after:	March 22, 2017	But on or before:	September 22, 2017	Amount due is:	\$211,032.00

And so on consistent with the provisions of paragraph 1 (a).

I HAVE READ THIS DISCLOSURE STATEMENT AND THE AGREEMENT AND UNDERSTAND THE TERMS OF THE ADVANCE I AM RECEIVING THEREUNDER. I UNDERSTAND THAT I HAVE 5 DAYS TO CANCEL THIS AGREEMENT AS PROVIDED IN PARAGRAPH 18.


Andrew Stewart

¹ This is an estimate and assumes the advance is recovered exactly 365 days from the date of this Agreement and excludes the \$3,000.00 Processing Fee in the Annualized Rate (the "Rate") calculation. Your actual Rate will vary considerably from this estimate and will likely be higher depending upon the actual time periods involved. The inclusion of Processing Fee and/or the Broker Fee (if any) may also have a material impact on the actual Rate and would cause it to be higher.

Seller's Initials: 

**ASSIGNMENT, SALE, SPRINGING ASSIGNMENT, & EQUITABLE LIEN
AGREEMENT**

This is not a loan.

This is a purchase and sale of property rights.

THIS AGREEMENT (the "Agreement") is made and dated as of **September 22, 2014**, by and between **Andrew Stewart** residing at **1685 H St. #1307, Blaine, WA 98230** (the "Seller"), and **Ludus Capital** with a principal place of business located at **220 Congress Park Drive, Suite 215, Delray Beach, FL, 33445** (the "Purchaser").

Seller represents to Purchaser that Seller is the plaintiff in a certain litigation entitled **Andrew Stewart v. NFL** pending in the **United District Court, Eastern District of Pennsylvania** bearing Index # **2:12-md-02323-AB** (the "Litigation"). The Litigation is the subject of a filed complaint and has been answered by the defendants thereto. Seller may be entitled to proceeds from the Litigation as compensation for personal injuries sustained in a certain accident which occurred on or about 1989-1991 which is the subject of the Litigation (the "Proceeds").

At Seller's request, Purchaser has agreed to purchase from Seller for the sum of **One Hundred Eight Thousand Dollars (\$108,000.00)** (the "Purchase Price") a portion of the Proceeds both immediately and at the instant such proceeds come into being. Seller has agreed to pay a one-time document preparation fee in the amount of **Three Thousand Dollars (\$3,000.00)** (the "Document Fee") which amount will be deducted from the Purchase Price and paid to Purchaser at the Closing. It is anticipated that the Litigation will be resolved in or about December 2016.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Sale Agreement, Assignment or Springing Assignment, Equitable Lien & Purchase Price:**

a. Seller hereby agrees that:

- i. **Immediate Assignment:** To the extent permitted by law applicable to this transaction, Seller hereby sells and assigns to Purchaser and Purchaser hereby purchases from Seller, Seller's entire right, title and interest in, to and under a portion of the Proceeds to be determined as set forth in section 1 (a) (iii).
- ii. **Springing Assignment:** To the extent that a current assignment of the Proceeds or any portion thereof is impermissible under applicable law, then paragraph 1 (a) (i) shall be deemed null and void and in such event, Seller does hereby agree and does sell and assign to Purchaser and Purchaser hereby purchases from Seller, Seller's entire right, title and interest in, to and under a portion of the Proceeds at the instant such Proceeds come into being by virtue of a judgment, settlement, verdict or other disposition of the Litigation with the amount of such Proceeds to be

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Seller's Initials: _____

determined as set forth in section 1 (a) (iii). Furthermore, in such event, to the fullest extent permitted by law, Seller hereby grants to Purchaser an equitable lien, in, to and upon Seller's right to the Proceeds resulting from the Litigation and the claims asserted therein to secure Purchaser's receipt of the benefits of the bargain it is making under the terms of this Agreement.

- iii. **Calculation of Proceeds:** If the Proceeds are received by Purchaser within six months of the date hereof the amount assigned hereunder shall equal the Purchase Price plus 15.9% of the Purchase Price. For each six month period (or portion thereof) thereafter, the amount assigned hereunder shall be increased by an amount equal to 15.9% of the Purchase Price. Provided, however, that should the Proceeds be returned within the first six month period (or portion thereof), the rate for said initial period shall be 20%. The Proceeds subject of this agreement shall be referenced herein as the "Property".

- b. **Purchase Price:** In full payment for the Property and in consideration of its sale and assignment to Purchaser, Purchaser shall pay to Seller the Purchase Price upon satisfaction of all Conditions Precedent as hereinafter defined and Purchaser's satisfaction that all representations are truthful and complete in all respects.

2. **Closing.** The Purchase Price shall be paid to Seller within five (5) business days after satisfaction of the conditions precedent and delivery to Purchaser of all documents necessary to fully and sufficiently evidence the sale, made hereby in respect of the Property, including, without limitation, the execution of: (i) this Agreement; (ii) Irrevocable Instructions to Counsel (Exhibit "A"), and (iii) Acknowledgment of Counsel (Exhibit "B"). Exhibits "A" and "B" shall be referred to herein as the Exhibits.

3. **Representations, Warranties and Covenants of Seller.** Seller represents and warrants as follows:

- a. The Social Security number of Seller is [REDACTED] and Seller's spouse, _____ is _____, and Seller presently resides at the address first set forth above and has not resided at any other address in the past five (5) years except at:

- b. Seller has full power and authority to enter into this Agreement and sell the Property to Purchaser and does not require the consent of any third party, including any present or former spouse, to do so, except as shall be required by law, rule or regulation.

- c. Seller has not previously assigned all or any portion of the Proceeds to any person, firm or corporation except to Purchaser as set forth herein and except as specifically listed below:

Name of Assignee/Lender: _____ Date of Assignment/Loan: _____ Amount of Assignment/Loan: _____

- d. Seller is not subject to any outstanding judgment, levy or claim.
- e. There are no lawsuits pending or threatened against Seller, and Seller knows of no basis for any such lawsuit or claim against Seller.
- f. Seller is not indebted to any present or former spouse for support, maintenance or similar obligations, nor is Seller indebted to any child, or the guardian of any child, for any child support or similar payments and Seller has never received Aid to Families with Dependent Children, food stamp benefits or low income energy assistance benefits, and the Proceeds are not subject to any lien by any governmental agency to which payment for such benefits would be owed.
- g. Seller has paid all Federal, state and local taxes due through and including the date hereof, or has made adequate provision for such payments.
- h. There are no outstanding and unsatisfied judgments against Seller.
- i. There are no outstanding federal, state or local tax liens against Seller.
- j. Seller has not entered into this transaction for the purpose of evading creditors;
- k. Seller is of sound mind and not acting under duress.
- l. Seller has not relied on any representations or statements made by Purchaser, its agents or attorneys, in connection with this transaction or the tax or financial consequences hereof, and Seller has sought and received independent tax, financial and legal advice with respect to this transaction from Seller's own attorneys, accountants, financial and tax advisors.
- m. All statements of Seller made herein or in certificates of other documents delivered by Seller to Purchaser hereunder or in connection wherewith are true, accurate and complete and do not omit to disclose anything which make the statements made herein or therein incomplete or materially misleading and the information set forth in the Recitals first appearing above is true and correct in all material respects.
- n. Seller hereby authorizes Purchaser or its agents to conduct such credit and other searches as may be necessary in order to confirm the foregoing and shall cooperate fully with Purchaser in this regard, including the execution of such other or further documents as may, at the sole option and in the sole discretion of Purchaser, be determined to be needed or reasonable.
- o. Seller will in good faith fully participate in the Litigation and cooperate in all respects with the prosecution of the Litigation to a successful conclusion.
- p. **Seller intends this transaction to be and agrees that this transaction is a purchase and sale.**
- q. This transaction is NOT a LOAN.
- r. To protect Purchaser against the possibility of disputes with third parties Seller will not hereafter assign or grant to any party any interest in or to the Proceeds nor permit or suffer the attachment of any lien in, to or upon the Proceeds. Any assignment, sale, conveyance, hypothecation, security interest or lien, or attempt to do any of the foregoing by Seller in violation of this paragraph shall be wholly void and of no effect.
- s. If the Litigation relates to a class action, the Seller will not opt-out or otherwise refuse to cooperate or take any other action or fail to take any action related to the prosecution and/or settlement of the class action.

4. **Waiver of Claims.** Seller hereby releases and waives any and all claims or causes of action that this transaction is other than a purchase and sale.
5. **Conditions Precedent.** Notwithstanding anything to the contrary contained herein, the obligations of the respective parties are subject to and conditional upon the satisfaction of the following conditions (the "Conditions Precedent"):
 - a. Receipt by Purchaser of acceptable State and Local UCC searches, Federal and State Tax Lien searches and Bankruptcy searches;
 - b. Receipt by Purchaser of properly executed Agreement and Exhibits;
 - c. Receipt by Purchaser of a filed copy of the Complaint and Answer.
6. **Waiver of Defenses.** Seller hereby waives any and all defenses to the enforcement of this Agreement and the Exhibits and specifically and unconditionally waives any claims that the Proceeds are not assignable, that this transaction is a loan or that any other provision of this Agreement and the Exhibits is invalid or unenforceable in any respect.
7. **Brokerage.** Seller represents and acknowledges to Purchaser that no broker, finder or other person was involved or instrumental in arranging for the within transaction, and no other person is entitled to a fee, payment, commission or otherwise in respect of any matters provided for herein.
8. **Counsel; Counsel Fees.** All costs, expenses and filing fees, including the legal fees of Purchaser shall be the sole responsibility of Purchaser. Seller shall be solely responsible for the payment of Seller's own legal fees. In the event of any dispute between the parties concerning this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in connection with such dispute.
9. **Discharge of Adverse Claims.** Purchaser shall be entitled to discharge any adverse claims against any of the Proceeds whether or not such adverse claims are disclosed. Purchaser may directly pay any and all amounts necessary, or if the Purchase Price has been deposited into an Escrow, instruct the Escrow Agent to pay any and all amounts necessary to discharge such liens or other adverse claims. Any amounts so paid shall be deducted from the Purchase Price.
10. **Governing Law/Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to its choice of law provisions. Any action to enforce any provision of this Agreement shall be brought in New York City.
11. **Assignment.** The obligations and rights of Seller under this Agreement shall not be assigned or otherwise transferred. The obligations and rights of Purchaser may be further assigned or transferred by Purchaser, provided that any transferee specifically agrees to be bound by the terms and conditions hereof. Seller hereby acknowledges that Seller has been informed, prior to entering into this Agreement, that the assignment of the Property

and the payment of the Purchase Price may be simultaneous with a resale thereof to a third party investor who will rely upon the truth and accuracy of Seller's representations and warranties given herein and as otherwise given in connection with this transaction.

12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.
13. **Section Headings.** The section headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.
14. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the matters and transactions contemplated hereby and supersedes any and all prior agreements and understanding with respect thereto. No representations have been made, or relied upon, by either party except those set forth in this Agreement, including, but not limited to, any representations regarding the tax consequences of this transaction.
15. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the validity or enforceability of any other provision of this Agreement shall not be affected thereby.
16. **Amendment and Waiver.** Except as otherwise provided in this Section, this Agreement may be amended or modified, and performance of any covenant or agreement herein contained may be waived or modified only by an instrument signed by the parties hereto. The waiver or modification by a party of performance, or of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other performance or breach thereof.
17. **Attorney's Fees.** In the event an action is commenced in any forum to enforce the rights of a party to this Agreement, then the prevailing party in such action shall be entitled to all reasonable attorneys' fees (at trial and all appellate levels) actually incurred, along with costs.
18. **Security Agreement.** As a condition to receipt of the Purchase Price, Seller grants to Purchaser a security interest in the Property. The parties hereby intend and agree this Agreement is to be effective as a security agreement under Article 9.
19. **Cancellation.** You may cancel this Agreement without any liability within five (5) business days of the date you receive funding by sending Purchaser written notice of your desire to cancel along with the full amount you were paid pursuant to paragraph 1 of this agreement (i.e. the Purchase Price less any applicable Document Fee). If you wish to cancel you should send a notice of cancellation along with the full amount you received or that was paid on your behalf to:

Ludus Capital
Attn: Patrick Preece
220 Congress Park Drive, Suite 215, Delray Beach, FL, 33445

If you have any questions about this Agreement or how to cancel this Agreement you should consult with your attorney. You may also call with any questions 917-701-3116

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT COMPLETELY OR IF IT CONTAINS ANY BLANK SPACES. BEFORE YOU SIGN THIS CONTRACT YOU SHOULD OBTAIN THE ADVICE OF YOUR ATTORNEY. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CONTRACT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

"Seller"



Andrew Stewart

"Purchaser"

Ludus Capital

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

Brown's Town
STATE OF ~~WASHINGTON~~

COUNTY OF *St. Ann*

SS: *JANARCA*

On this *7th* day of *October*, 2014, before me the undersigned personally appeared **Andrew Stewart** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the individual executed the instrument.

Commissioner
Permanent


Notary Public

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Seller's Initials: *AS*

CONSENT OF SPOUSE

(if applicable)

Seller: **Andrew Stewart**

I, **Andrew Stewart**, have the following marital status:

 ☐ I have never been married.
initial

 ☐ I am divorced and the date of my divorce was .
initial

 ☐ I am legally separated and the date of my separation was .
initial

AS ☒ I am presently married. My spouses name is SHARON STEWART.
initial

[Note: If you are presently married or were married at the time of the accident your spouse or former spouse must execute this agreement]

The undersigned, spouse or former spouse of the Seller named herein, hereby consents to and approves the foregoing Agreement and Exhibits to the extent required by law and acknowledges having fully read the Agreement and Exhibits and fully understanding its terms.

Sharon Stewart
Signature of spouse or former spouse

Sharon Stewart
Print name of spouse/former spouse

ACKNOWLEDGMENT

STATE OF WASHINGTON}

SS:

COUNTY OF Whatcom}

On this 14 day of October, 2014, before me the undersigned personally appeared Sharon Stewart personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he ~~she~~ executed the same in his ~~her~~ capacity and that by his/her signature on the instrument the individual executed the instrument.



Janice J. Lee, Notary
Notary Public

Seller's Initials: AS

Limited Irrevocable Power of Attorney

I, **Andrew Stewart**, as principal(s) do hereby constitute and appoint, Ludus Capital, whose address is 220 Congress Park Drive, Suite 215, Delray Beach, FL, 33445 as my true and lawful attorney for me, and in my name, place and stead for the following purposes:

(A) To endorse any and all settlement checks payable to me with respect to the matter entitled **Andrew Stewart v. NFL**, which is the same matter a portion of the Proceeds of which I have assigned to Ludus Capital as evidenced by the foregoing Agreement.

I understand that by virtue of making this power of attorney I have empowered my attorney in fact to take certain acts. This power of attorney is coupled with an interest and shall survive my death or incapacity. This power of attorney may not be revoked or changed except upon written agreement of Ludus Capital.

IN WITNESS WHEREOF,

I have hereunto set my hand and seal this 7th day of October, 2014.

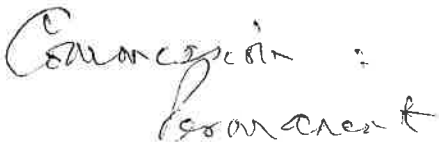
"Seller"


Andrew Stewart

ACKNOWLEDGMENT

Brown's Town
STATE OF ~~WASHINGTON~~ }
COUNTY OF SEALAN } SS: JANAI CA

On this 7th day of October, 2014, before me the undersigned personally appeared **Andrew Stewart** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the individual executed the instrument.


Notary Public

Notary Public

Exhibit "A"
Irrevocable Instructions to Counsel

I, **Andrew Stewart**, hereby irrevocably instruct my attorney, **Michael Leh** and any subsequent or superseding attorneys, ("Attorneys") I may retain to provide information regarding the status and progress of the Litigation (**Andrew Stewart v. NFL**) to Purchaser, Ludus Capital, its successors or assigns.

I specifically direct my Attorneys to pay directly to Purchaser the full amount due to Purchaser under the terms of the attached Agreement from the proceeds of the Litigation.

I specifically and irrevocably direct my Attorney to ignore and refuse to honor any transaction which is made or entered into by me in violation of paragraph 4 of the Agreement and to immediately advise Purchaser of any facts that should cause a reasonably prudent attorney to believe that a pending or attempted violation of those provisions was or might be occurring.

These instructions may not be altered or revoked so long as any portion of the Property has not been delivered to Purchaser.

Dated: 10/7/2014



Andrew Stewart

Exhibit "B"
Acknowledgment by Counsel

I, **Michael Leh** individually and as an authorized representative of the law firm of **Locks Law Firm**, hereby represent and warrant that **Locks Law Firm** represents the Seller in a certain personal injury claim referenced below and I am familiar with the facts and circumstances of that matter. I have reviewed this contract and explained its terms to my client including the annualized rate of return applicable hereto. I acknowledge that Seller has assigned to Purchaser the Property and granted Purchaser Seller's entire right, title and interest thereto. I acknowledge that the Property being assigned under the terms of the Agreement is owned by the Seller. I have no objection to this assignment. I hereby certify that the amounts and representations set forth herein are true and accurate to the best of my knowledge. I will use my best efforts to ensure that the provisions of paragraph 4 of the Agreement are honored by Seller and to immediately advise Purchaser of any facts that should cause a reasonably prudent attorney to believe that a pending or attempted violation of those provisions was or might be occurring. If the Proceeds or any portion thereof come into my possession I will hold such portion of same as constitutes the Property, together with any permitted fees and costs as set forth in the Agreement, as fiduciary for Purchaser, Ludus Capital. I will immediately notify Ludus Capital that I have become possessed of its property and will deliver the property to Ludus Capital pursuant to its instructions. I have reviewed the agreement and explained the terms and conditions of same to my client, **Andrew Stewart**.

There are no pending appeals or motions which if adversely decided could reasonably be expected to have an adverse effect on the lawsuit referenced herein and/or my client(s)' ability to win this case.

I am aware of no other assignments, claims, liens or interests of third parties to any of the proceeds in this matter except as disclosed in writing to Purchaser.

Locks Law Firm


 By: **Michael Leh**

Dated: 10/14/14

Matter Name: **Andrew Stewart v. NFL**
 Index #: **2:12-md-02323-AB**
 Seller: **Andrew Stewart**

Method of Payment Request Form

September 22, 2014

Andrew Stewart
1685 H St #1307
Blaine, WA 98230

RE: Andrew Stewart v. NFL

Dear Andrew Stewart:

We appreciate you doing business with Ludus Capital. At the close of this transaction, we will remit your funds by check or direct deposit as you indicate below.

Please select ONE payment method below:

☐ AT FUNDING, I WANT TO RECEIVE A CHECK AT THE FOLLOWING ADDRESS:

☒ AT FUNDING, I WANT MY FUNDS TO BE TRANSFERRED TO THE FOLLOWING ACCOUNT:

BANK ABA # ()

BANK ACH/RO

Bank Name: _____

Exact Name(s) on Bank

Exact Address on Bank

Telephone number of B

Type of Account: ☐ C

What state was the
account opened in?

Bank Account #:

Bank Phone: ()

Please acknowledge that the information above is correct by signing below. An additional \$25 fee will be assessed if information is incorrect.

Acknowledgement:

Andrew Stewart

Date:

Seller's Initials: AS

Assignment Agreement RE : Andrew Stewart v. NFL

SWIFT CODE
TRANSIT /B
BANK #

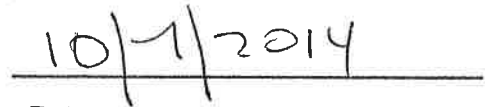
Class Action Opt-out Waiver

If the Litigation relates to a class action, the Seller hereby waives any and all rights and/or abilities to opt-out of the class action or any settlement or disposition thereof without the express written consent of the Purchaser. Any opt-out or attempt to opt-out shall be wholly void and unenforceable in all respects.

Seller will not refuse to cooperate or take any other action or fail to take any action related to the prosecution and/or settlement of the class action.

Acknowledgement:


Andrew Stewart


Date

Seller's Initials: 

Ludus Capital Privacy Policy

Ludus Capital ("Ludus") values the relationship it has with you and respects your right to privacy. We have established the following policies to assure that we are committed to protecting your privacy.

How We Safeguard Customer's Privacy

We know that the privacy of your personal information is important to you. That's why Ludus wants you to know how we protect your privacy and the measures we take to safeguard your information.

Our Privacy Pledge

In order to complete transactions with our customers in a prompt, efficient and professional manner, we depend on certain information. In gathering and maintaining this information, we pledge to:

- Collect the information needed to process, complete and service the transaction you have requested.
- Prevent unauthorized access to your information.
- Refuse to disclose health information to third parties for marketing purposes without your consent.
- Maintain control over the confidentiality of your personal information.
- Update you on our privacy practices when they change

How Do We Protect the Confidentiality and Security of Your Information?

We maintain physical, electronic and procedural safeguards to ensure your personal information is treated responsibly and in accordance with our privacy policy. We also restrict access to your personal information within our organization to those employees who need to know that information to process, complete or service your transaction, or to conduct Ludus's business. Employees who have access to customer information may use it only for legitimate business purposes.

Our Information Practices

The following policies and procedures protect the privacy of your information, whether you are a current or former customer:

Categories of Information We May Collect

In the normal course of business we may collect the following types of non-public information about you from the following sources:

Information we receive from you on applications, questionnaires, agreements and other forms (including name, address, income, social security number, information about certain of your assets and other household information).

- Data about your transactions with us, our affiliates or others (such as the specifics about your assets).
- Information available from external sources (such as publicly available records).
- Information, collected with your authorization, from consumer reporting agencies, and other sources (such as credit relationships, credit worthiness and history, or medical information).
- Health information collected with your authorization.

Safeguarding Customer Information

Access to customer information is limited to personnel who need the information to perform their job responsibilities. Physical, electronic, and procedural safeguards are in place to protect your personal information.

How We Use Customer Information

We may share or disclose your non-public personal information (as described above) with non-affiliated companies as described below.

We may disclose your information with non-affiliated companies, as allowed by law, as necessary to effect, process, administer, service or enforce a transaction you have requested.

We may share your information with non-affiliated companies as allowed by law, such as firms that perform services on our behalf including product administration and marketing. We require these companies to meet strict privacy standards.

We may disclose information to non-affiliated entities when required by law, such as to respond to a subpoena, to prevent fraud, or to comply with an inquiry by a government agency.

We may share your information with non-affiliated funders or lenders who are assisting us in processing, funding and completing the transaction you have requested.

Health Information Practices

We will not share your health information with third parties for marketing purposes without your consent.

Is Your Medical Information Confidential?

While we sometimes must collect medical information in connection with a transaction you have requested, we do not use or share it internally or externally, for any purpose except the following:

Monitoring the proceedings of your Litigation;
As required or permitted by law; or
As otherwise authorized by you.

Questions?

We value our customers and want you to understand how we use the information we collect. Please contact us if you have any questions about our privacy policy.

This privacy notice describes our privacy policy for both current and former customers and consumers.

If you need more information about this privacy policy, you can call us at 1-561-962-3300

Keeping Up-To-Date With Our Privacy Policy

This privacy policy takes effect May 5, 2014. We will inform you of our privacy policy at least once a year, as long as you are a customer of Ludus. You can always contact us for a copy by writing to: Ludus Capital, 220 Congress Park Drive, Suite 215, Delray Beach, FL, 33445
Please keep this notice for your records.

Exhibit 2

This is not a loan.

This is a purchase and sale of property rights.

Disclosure Statement - Dated: December 8, 2014

Matter Name: **Andrew Stewart v. NFL**

Amount of the Advance: **Seventy Seven Thousand Dollars (\$77,000.00)**

Costs of this Advance: 15.9% for every six months, or portion of six months, from the date of the Agreement until the date the Property is delivered to the Purchaser plus a one-time document preparation and processing fee in the amount of Two Thousand Dollars (\$2,000.00) which will be deducted from the amount of the Purchase Price; provided, however, that should the Proceeds be returned within the first six month period (or portion thereof), the rate for said initial period shall be 20%.

Compounding Period: **None.**

Annualized Rate: **31.8%¹**

Illustrative Payment Schedule:

Proceeds received after:	December 8, 2014	But on or before:	June 8, 2015	Amount due is:	\$92,400.00
Proceeds received after:	June 8, 2015	But on or before:	December 8, 2015	Amount due is:	\$101,486.00
Proceeds received after:	December 8, 2015	But on or before:	June 8, 2016	Amount due is:	\$113,729.00
Proceeds received after:	June 8, 2016	But on or before:	December 8, 2016	Amount due is:	\$125,972.00
Proceeds received after:	December 8, 2016	But on or before:	June 8, 2017	Amount due is:	\$138,215.00
Proceeds received after:	June 8, 2017	But on or before:	December 8, 2017	Amount due is:	\$150,458.00

And so on consistent with the provisions of paragraph 1 (a).

I HAVE READ THIS DISCLOSURE STATEMENT AND THE AGREEMENT AND UNDERSTAND THE TERMS OF THE ADVANCE I AM RECEIVING THEREUNDER. I UNDERSTAND THAT I HAVE 5 DAYS TO CANCEL THIS AGREEMENT AS PROVIDED IN PARAGRAPH 18.


Andrew Stewart

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THIS AGREEMENT (the "Agreement") is made and dated as of **December 8, 2014**, by and between **Andrew Stewart** residing at **1685 H St. #1307, Blaine, WA 98230** (the "Seller"), and **Ludus Capital** with a principal place of business located at **220 Congress Park Drive, Suite 215, Delray Beach, FL, 33445** (the "Purchaser").

Seller represents to Purchaser that Seller is the plaintiff in a certain litigation entitled **Andrew Stewart v. NFL** pending in the **United District Court, Eastern District of Pennsylvania** bearing Index # **2:12-md-02323-AB** (the "Litigation"). The Litigation is the subject of a filed complaint and has been answered by the defendants thereto. Seller may be entitled to proceeds from the Litigation as compensation for personal injuries sustained in a certain accident which occurred on or about 1989-1991 which is the subject of the Litigation (the "Proceeds").

At Seller's request, Purchaser has agreed to purchase from Seller for the sum of **Seventy-Seven Thousand Dollars (\$77,000.00)** (the "Purchase Price") a portion of the Proceeds both immediately and at the instant such proceeds come into being. Seller has agreed to pay a one-time document preparation fee in the amount of **Two Thousand Dollars (\$2,000.00)** (the "Document Fee") which amount will be deducted from the Purchase Price and paid to Purchaser at the Closing. It is anticipated that the Litigation will be resolved in or about December 2016.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Sale Agreement, Assignment or Springing Assignment, Equitable Lien & Purchase Price:**
 - a. Seller hereby agrees that:
 - i. **Immediate Assignment:** To the extent permitted by law applicable to this transaction, Seller hereby sells and assigns to Purchaser and Purchaser hereby purchases from Seller, Sellers entire right, title and interest in, to and under a portion of the Proceeds to be determined as set forth in section 1 (a) (iii).
 - ii. **Springing Assignment:** To the extent that a current assignment of the Proceeds or any portion thereof is impermissible under applicable law, then paragraph 1 (a) (i) shall be deemed null and void and in such event, Seller does hereby agree and does sell and assign to Purchaser and Purchaser hereby purchases from Seller, Sellers entire right, title and interest in, to and under a portion of the Proceeds at the instant such Proceeds come into being by virtue of a judgment, settlement, verdict or other disposition of the Litigation with the amount of such Proceeds to be determined as set forth in section 1 (a) (iii). Furthermore, in such event, to

Seller's Initials: AS

the fullest extent permitted by law, Seller hereby grants to Purchaser an equitable lien, in, to and upon Seller's right to the Proceeds resulting from the Litigation and the claims asserted therein to secure Purchaser's receipt of the benefits of the bargain it is making under the terms of this Agreement.

- iii. **Calculation of Proceeds:** If the Proceeds are received by Purchaser within six months of the date hereof the amount assigned hereunder shall equal the Purchase Price plus 15.9% of the Purchase Price. For each six month period (or portion thereof) thereafter, the amount assigned hereunder shall be increased by an amount equal to 15.9% of the Purchase Price. Provided, however, that should the Proceeds be returned within the first six month period (or portion thereof), the rate for said initial period shall be 20%. The Proceeds subject of this agreement shall be referenced herein as the "Property".

- b. **Purchase Price:** In full payment for the Property and in consideration of its sale and assignment to Purchaser, Purchaser shall pay to Seller the Purchase Price upon satisfaction of all Conditions Precedent as hereinafter defined and Purchaser's satisfaction that all representations are truthful and complete in all respects.

2. **Closing.** The Purchase Price shall be paid to Seller within five (5) business days after satisfaction of the conditions precedent and delivery to Purchaser of all documents necessary to fully and sufficiently evidence the sale, made hereby in respect of the Property, including, without limitation, the execution of: (i) this Agreement; (ii) Irrevocable Instructions to Counsel (Exhibit "A"), and (iii) Acknowledgment of Counsel (Exhibit "B"). Exhibits "A" and "B" shall be referred to herein as the Exhibits.

3. **Representations, Warranties and Covenants of Seller.** Seller represents and warrants as follows:

- a. The Social Security number of Seller is [REDACTED] and Seller's spouse, SHARON STEWART 924-96-9462 and Seller presently resides at the address first set forth above and has not resided at any other address in the past five (5) years except at:

- b. Seller has full power and authority to enter into this Agreement and sell the Property to Purchaser and does not require the consent of any third party, including any present or former spouse, to do so, except as shall be required by law, rule or regulation.

- c. Seller has not previously assigned all or any portion of the Proceeds to any person, firm or corporation except to Purchaser as set forth herein and except as specifically listed below:

Name of Assignee/Lender: _____ Date of Assignment/Loan: _____ Amount of Assignment/Loan: _____

- d. Seller is not subject to any outstanding judgment, levy or claim.
- e. There are no lawsuits pending or threatened against Seller, and Seller knows of no basis for any such lawsuit or claim against Seller.
- f. Seller is not indebted to any present or former spouse for support, maintenance or similar obligations, nor is Seller indebted to any child, or the guardian of any child, for any child support or similar payments and Seller has never received Aid to Families with Dependent Children, food stamp benefits or low income energy assistance benefits, and the Proceeds are not subject to any lien by any governmental agency to which payment for such benefits would be owed.
- g. Seller has paid all Federal, state and local taxes due through and including the date hereof, or has made adequate provision for such payments.
- h. There are no outstanding and unsatisfied judgments against Seller.
- i. There are no outstanding federal, state or local tax liens against Seller.
- j. Seller has not entered into this transaction for the purpose of evading creditors;
- k. Seller is of sound mind and not acting under duress.
- l. Seller has not relied on any representations or statements made by Purchaser, its agents or attorneys, in connection with this transaction or the tax or financial consequences hereof, and Seller has sought and received independent tax, financial and legal advice with respect to this transaction from Seller's own attorneys, accountants, financial and tax advisors.
- m. All statements of Seller made herein or in certificates of other documents delivered by Seller to Purchaser hereunder or in connection herewith are true, accurate and complete and do not omit to disclose anything which make the statements made herein or therein incomplete or materially misleading and the information set forth in the Recitals first appearing above is true and correct in all material respects.
- n. Seller hereby authorizes Purchaser or its agents to conduct such credit and other searches as may be necessary in order to confirm the foregoing and shall cooperate fully with Purchaser in this regard, including the execution of such other or further documents as may, at the sole option and in the sole discretion of Purchaser, be determined to be needed or reasonable.
- o. Seller will in good faith fully participate in the Litigation and cooperate in all respects with the prosecution of the Litigation to a successful conclusion.
- p. Seller intends this transaction to be and agrees that this transaction is a purchase and sale.
- q. This transaction is NOT a LOAN.
- r. To protect Purchaser against the possibility of disputes with third parties Seller will not hereafter assign or grant to any party any interest in or to the Proceeds nor permit or suffer the attachment of any lien in, to or upon the Proceeds. Any assignment, sale, conveyance, hypothecation, security interest or lien, or attempt to do any of the foregoing by Seller in violation of this paragraph shall be wholly void and of no effect.
- s. If the Litigation relates to a class action, the Seller will not opt-out or otherwise refuse to cooperate or take any other action or fail to take any action related to the prosecution and/or settlement of the class action.

4. **Waiver of Claims.** Seller hereby releases and waives any and all claims or causes of action that this transaction is other than a purchase and sale.
5. **Conditions Precedent.** Notwithstanding anything to the contrary contained herein, the obligations of the respective parties are subject to and conditional upon the satisfaction of the following conditions (the "Conditions Precedent"):
 - a. Receipt by Purchaser of acceptable State and Local UCC searches, Federal and State Tax Lien searches and Bankruptcy searches;
 - b. Receipt by Purchaser of properly executed Agreement and Exhibits;
 - c. Receipt by Purchaser of a filed copy of the Complaint and Answer.
6. **Waiver of Defenses.** Seller hereby waives any and all defenses to the enforcement of this Agreement and the Exhibits and specifically and unconditionally waives any claims that the Proceeds are not assignable, that this transaction is a loan or that any other provision of this Agreement and the Exhibits is invalid or unenforceable in any respect.
7. **Brokerage.** Seller represents and acknowledges to Purchaser that no broker, finder or other person was involved or instrumental in arranging for the within transaction, and no other person is entitled to a fee, payment, commission or otherwise in respect of any matters provided for herein.
8. **Counsel; Counsel Fees.** All costs, expenses and filing fees, including the legal fees of Purchaser shall be the sole responsibility of Purchaser. Seller shall be solely responsible for the payment of Seller's own legal fees. In the event of any dispute between the parties concerning this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in connection with such dispute.
9. **Discharge of Adverse Claims.** Purchaser shall be entitled to discharge any adverse claims against any of the Proceeds whether or not such adverse claims are disclosed. Purchaser may directly pay any and all amounts necessary, or if the Purchase Price has been deposited into an Escrow, instruct the Escrow Agent to pay any and all amounts necessary to discharge such liens or other adverse claims. Any amounts so paid shall be deducted from the Purchase Price.
10. **Governing Law/Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to its choice of law provisions. Any action to enforce any provision of this Agreement shall be brought in New York City.
11. **Assignment.** The obligations and rights of Seller under this Agreement shall not be assigned or otherwise transferred. The obligations and rights of Purchaser may be further assigned or transferred by Purchaser, provided that any transferee specifically agrees to be bound by the terms and conditions hereof. Seller hereby acknowledges that Seller has been informed, prior to entering into this Agreement, that the assignment of the Property and the payment of the Purchase Price may be simultaneous with a resale thereof to a

third party investor who will rely upon the truth and accuracy of Seller's representations and warranties given herein and as otherwise given in connection with this transaction.

12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.
13. **Section Headings.** The section headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.
14. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the matters and transactions contemplated hereby and supersedes any and all prior agreements and understanding with respect thereto. No representations have been made, or relied upon, by either party except those set forth in this Agreement, including, but not limited to, any representations regarding the tax consequences of this transaction.
15. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the validity or enforceability of any other provision of this Agreement shall not be affected thereby.
16. **Amendment and Waiver.** Except as otherwise provided in this Section, this Agreement may be amended or modified, and performance of any covenant or agreement herein contained may be waived or modified only by an instrument signed by the parties hereto. The waiver or modification by a party of performance, or of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other performance or breach thereof.
17. **Attorney's Fees.** In the event an action is commenced in any forum to enforce the rights of a party to this Agreement, then the prevailing party in such action shall be entitled to all reasonable attorneys' fees (at trial and all appellate levels) actually incurred, along with costs.
18. **Security Agreement.** As a condition to receipt of the Purchase Price, Seller grants to Purchaser a security interest in the Property. The parties hereby intend and agree this Agreement is to be effective as a security agreement under Article 9.
19. **Cancellation.** You may cancel this Agreement without any liability within five (5) business days of the date you receive funding by sending Purchaser written notice of your desire to cancel along with the full amount you were paid pursuant to paragraph 1 of this agreement (i.e. the Purchase Price less any applicable Document Fee). If you wish to cancel you should send a notice of cancellation along with the full amount you received or that was paid on your behalf to:
Ludus Capital
Attn: Patrick Preece
220 Congress Park Drive, Suite 215, Delray Beach, FL, 33445

If you have any questions about this Agreement or how to cancel this Agreement you should consult with your attorney. You may also call with any questions 917-701-3116

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT COMPLETELY OR IF IT CONTAINS ANY BLANK SPACES. BEFORE YOU SIGN THIS CONTRACT YOU SHOULD OBTAIN THE ADVICE OF YOUR ATTORNEY. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CONTRACT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

"Seller"


Andrew Stewart

"Purchaser"
Ludus Capital

By: _____
Title: _____
Date: _____

ACKNOWLEDGMENT


STATE OF WASHINGTON)

COUNTY OF _____

SS:

Brown's Town
St. Ann
Jamaica

On this 9th day of December, 2014, before me the undersigned personally appeared Andrew Stewart personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the individual executed the instrument.


Notary Public

Commission: *Boonville*

7

Seller's Initials:  *AS*

CONSENT OF SPOUSE

(if applicable)

Seller: **Andrew Stewart**

I, **Andrew Stewart**, have the following marital status:

initial ☐ I have never been married.

initial ☐ I am divorced and the date of my divorce was _____.

initial ☐ I am legally separated and the date of my separation was _____.

initial ☒ I am presently married. My spouses name is SHARON STEWART

[Note: If you are presently married or were married at the time of the accident your spouse or former spouse must execute this agreement]

The undersigned, spouse or former spouse of the Seller named herein, hereby consents to and approves the foregoing Agreement and Exhibits to the extent required by law and acknowledges having fully read the Agreement and Exhibits and fully understanding its terms.

Sharon Stewart
Signature of spouse or former spouse

SHARON STEWART
Print name of spouse/former spouse

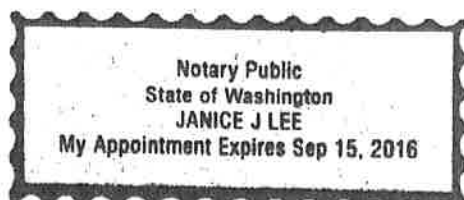
ACKNOWLEDGMENT

STATE OF WASHINGTON}

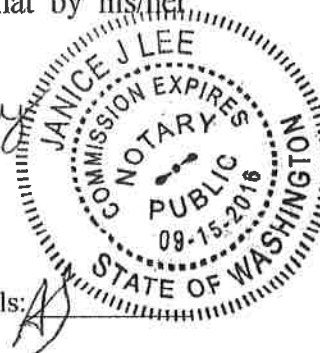
SS:

COUNTY OF Whatcom}

On this 8 day of December, 2014, before me the undersigned personally appeared Sharon Stewart personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the individual executed the instrument.



Janice J Lee, Notary
Notary Public



Seller's Initials: AS

Limited Irrevocable Power of Attorney

I, **Andrew Stewart**, as principal(s) do hereby constitute and appoint, Ludus Capital, whose address is 220 Congress Park Drive, Suite 215, Delray Beach, FL, 33445 as my true and lawful attorney for me, and in my name, place and stead for the following purposes:

(A) To endorse any and all settlement checks payable to me with respect to the matter entitled **Andrew Stewart v. NFL**, which is the same matter a portion of the Proceeds of which I have assigned to Ludus Capital as evidenced by the foregoing Agreement.

I understand that by virtue of making this power of attorney I have empowered my attorney in fact to take certain acts. This power of attorney is coupled with an interest and shall survive my death or incapacity. This power of attorney may not be revoked or changed except upon written agreement of Ludus Capital.

IN WITNESS WHEREOF,

I have hereunto set my hand and seal this 9th day of December, 2014.

"Seller"


Andrew Stewart

ACKNOWLEDGMENT

STATE OF WASHINGTON)

COUNTY OF _____

Brown's Town
SS: St. Anna
Tamara

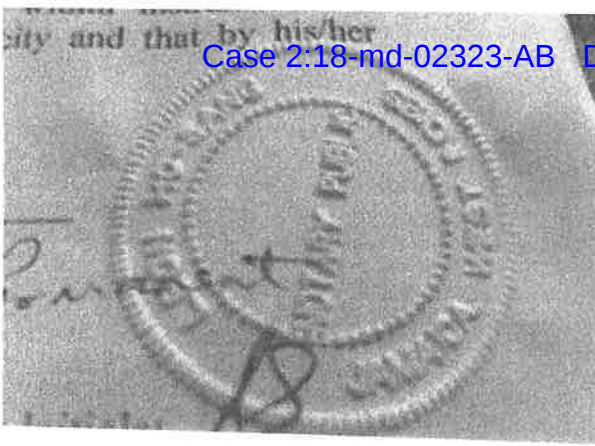
On this 9th day of December, 2014, before me the undersigned personally appeared **Andrew Stewart** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the individual executed the instrument.


Notary Public

Commission: Lawrence

9

Seller's Initials: AS



the within instrument and
capacity and that by his/her

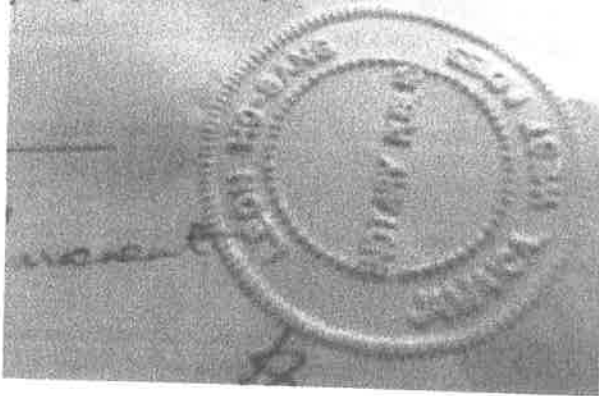


Exhibit "A"
Irrevocable Instructions to Counsel

I, **Andrew Stewart**, hereby irrevocably instruct my attorney, **Michael Leh** and any subsequent or superseding attorneys, ("Attorneys") I may retain to provide information regarding the status and progress of the Litigation (**Andrew Stewart v. NFL**) to Purchaser, Ludus Capital, its successors or assigns.

I specifically direct my Attorneys to pay directly to Purchaser the full amount due to Purchaser under the terms of the attached Agreement from the proceeds of the Litigation.

I specifically and irrevocably direct my Attorney to ignore and refuse to honor any transaction which is made or entered into by me in violation of paragraph 4 of the Agreement and to immediately advise Purchaser of any facts that should cause a reasonably prudent attorney to believe that a pending or attempted violation of those provisions was or might be occurring.

These instructions may not be altered or revoked so long as any portion of the Property has not been delivered to Purchaser.

Dated: 12/09/11


Andrew Stewart

Exhibit "B"
Acknowledgment by Counsel

I, **Michael Leh** individually and as an authorized representative of the law firm of **Locks Law Firm**, hereby represent and warrant that **Locks Law Firm** represents the Seller in a certain personal injury claim referenced below and I am familiar with the facts and circumstances of that matter. I have reviewed this contract and explained its terms to my client including the annualized rate of return applicable hereto. I acknowledge that Seller has assigned to Purchaser the Property and granted Purchaser Seller's entire right, title and interest thereto. I acknowledge that the Property being assigned under the terms of the Agreement is owned by the Seller. I have no objection to this assignment. I hereby certify that the amounts and representations set forth herein are true and accurate to the best of my knowledge. I will use my best efforts to ensure that the provisions of paragraph 4 of the Agreement are honored by Seller and to immediately advise Purchaser of any facts that should cause a reasonably prudent attorney to believe that a pending or attempted violation of those provisions was or might be occurring. If the Proceeds or any portion thereof come into my possession I will hold such portion of same as constitutes the Property, together with any permitted fees and costs as set forth in the Agreement, as fiduciary for Purchaser, Ludus Capital. I will immediately notify Ludus Capital that I have become possessed of its property and will deliver the property to Ludus Capital pursuant to its instructions. I have reviewed the agreement and explained the terms and conditions of same to my client, **Andrew Stewart**.

There are no pending appeals or motions which if adversely decided could reasonably be expected to have an adverse effect on the lawsuit referenced herein and/or my client(s)' ability to win this case.

I am aware of no other assignments, claims, liens or interests of third parties to any of the proceeds in this matter except as disclosed in writing to Purchaser.

Locks Law Firm

By: **Michael Leh**

Dated: 12/10/14

Matter Name: **Andrew Stewart v. NFL**
 Index #: **2:12-md-02323-AB**
 Seller: **Andrew Stewart**

Method of Payment Request Form

December 8, 2014

Andrew Stewart
1685 H St. #1307
Blaine, WA 98230

SWIFT CODE
TRANSIT / BRANCH
BANK

RE: Andrew Stewart v. NFL

Dear Andrew Stewart:

We appreciate you doing business with Ludus Capital. At the close of this transaction, we will remit your funds by check or direct deposit as you indicate below.

Please select **ONE** payment method below:

☐ **AT FUNDING, I WANT TO RECEIVE A CHECK AT THE FOLLOWING ADDRESS:**

☒ **AT FUNDING, I WANT MY FUNDS TO BE TRANSFERRED TO THE FOLLOWING ACCOUNT:**

BANK ABA # (WID)

BANK ACH/ROUT

Bank Name: _____

Exact Name(s) on Bank Ac

Exact Address on Bank Ac

Telephone number of Bank

Type of Account: ☐ Check

What state was the
account opened in?

Bank Account #:

Bank Phone: (602)

Please acknowledge that the information above is correct by signing below. An additional \$25 fee will be assessed if information is incorrect.

Acknowledgement:

Andrew Stewart

Andrew Stewart

Address on Ac

Assignment

12/9/2014

Seller's Initials:


AS

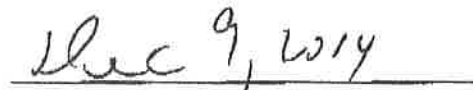
Class Action Opt-out Waiver

If the Litigation relates to a class action, the Seller hereby waives any and all rights and/or abilities to opt-out of the class action or any settlement or disposition thereof without the express written consent of the Purchaser. Any opt-out or attempt to opt-out shall be wholly void and unenforceable in all respects.

Seller will not refuse to cooperate or take any other action or fail to take any action related to the prosecution and/or settlement of the class action.

Acknowledgement:


Andrew Stewart


Date



Ludus Capital Privacy Policy

Ludus Capital ("Ludus") values the relationship it has with you and respects your right to privacy. We have established the following policies to ensure that we are committed to protecting your privacy.

How We Safeguard Customer's Privacy

We know that the privacy of your personal information is important to you. That's why Ludus wants you to know how we protect your privacy and the measures we take to safeguard your information.

Our Privacy Pledge

In order to complete transactions with our customers in a prompt, efficient and professional manner, we depend on certain information. In gathering and maintaining this information, we pledge to:

- Collect the information needed to process, complete and service the transaction you have requested.
- Prevent unauthorized access to your information.
- Refuse to disclose health information to third parties for marketing purposes without your consent.
- Maintain control over the confidentiality of your personal information.
- Update you on our privacy practices when they change.

How Do We Protect the Confidentiality and Security of Your Information?

We maintain physical, electronic and procedural safeguards to ensure your personal information is treated responsibly and in accordance with our privacy policy. We also restrict access to your personal information within our organization to those employees who need to know that information to process, complete or service your transaction, or to conduct Ludus's business. Employees who have access to customer information may use it only for legitimate business purposes.

Our Information Practices

The following policies and procedures protect the privacy of your information, whether you are a current or former customer:

Categories of Information We May Collect

In the normal course of business we may collect the following types of non-public information about you from the following sources:

Information we receive from you on applications, questionnaires, agreements and other forms (including name, address, income, social security number, information about certain of your assets and other household information).

- Data about your transactions with us, our affiliates or others (such as the specifics about your assets).
- Information available from external sources (such as publicly available records).
- Information, collected with your authorization, from consumer reporting agencies, and other sources (such as credit relationships, credit worthiness and history, or medical information).
- Health information collected with your authorization.

Safeguarding Customer Information

Access to customer information is limited to personnel who need the information to perform their job responsibilities. Physical, electronic, and procedural safeguards are in place to protect your personal information.

How We Use Customer Information

We may share or disclose your non-public personal information (as described above) with non-affiliated companies as described below.

We may disclose your information with non-affiliated companies, as allowed by law, as necessary to effect, process, administer, service or enforce a transaction you have requested.

We may share your information with non-affiliated companies as allowed by law, such as firms that perform services on our behalf including product administration and marketing. We require these companies to meet strict privacy standards.

We may disclose information to non-affiliated entities when required by law, such as to respond to a subpoena, to prevent fraud, or to comply with an inquiry by a government agency.

We may share your information with non-affiliated funders or lenders who are assisting us in processing, funding and completing the transaction you have requested.

Health Information Practices

We will not share your health information with third parties for marketing purposes without your consent.

Is Your Medical Information Confidential?

While we sometimes must collect medical information in connection with a transaction you have requested, we do not use or share it internally or externally, for any purpose except the following:

Monitoring the proceedings of your litigation;
As required or permitted by law; or
As otherwise authorized by you.

Questions?

We value our customers and want you to understand how we use the information we collect. Please contact us if you have any questions about our privacy policy.

This privacy notice describes our privacy policy for both current and former customers and consumers.

If you need more information about this privacy policy, you can call us at 1-561-962-3300.

Keeping Up-To-Date With Our Privacy Policy

This privacy policy takes effect May 5, 2014. We will inform you of our privacy policy at least once a year, as long as you are a customer of Ludus. You can always contact us for a copy by writing to: Ludus Capital, 220 Congress Park Drive, Suite 215, Delray Beach, FL, 33445. Please keep this notice for your records.